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G.O. No. 2091

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Dated 8-9-53.

FOR MYSORE STATE

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[Despatch Abstract.]

M.E.R.:- Conditions of service of teachers in aided Secondary Schools.- Appendix 28- Draft form of agreement between teachers and of management.- Amendments.- Issued

EDUCATION DEPARTMENT

G.O.Ms.No. 2091 Education, ~~Education~~, Dated 8th September'53.

Abstract.

Madras Educational Rules - conditions of service of teachers in aided secondary schools - Appendix 28 - Draft form of agreement between teachers and managements - Amendments.- Issued.

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APPENDIX 28.

Form of agreement to be adopted by all aided Managements:

...

Agreement made the day of.
one thousand and nine hundred between(school
authority) of the one part and (teacher) of the
other part.)

Whereas the school authority have agreed to engage the said teacher to serve a in the (name of the) school at(place in the capacity of a teacher and on the salary hereinafter mentioned;

Now these presents witness and the parties hereto do hereby agree as follows:-

1. That the school authority shall emply the said teacher and the said teacher shall serve the school authority as a teacher in the school at (place) from the date of his taking charge of such appointment until such employment shall be determined as hereinafter provided.

2. That the said teacher shall be on probation for a period of 12 months from the date of taking charge of his appointment but the school authority may before the expiry of that period extend it to a further period not exceeding 12 months for reasons to be recorded in writing.

3. That the said teacher will employ himself honestly, efficiently and deligently under the orders and instructions of the Headmaster or Correspondent or other officers of the said school under whom he shall from time to time be placed as teacher in the said school in which capacity he will discharge all such duties appertaining to that office and do all things which may be required of him or which are necessary to be done in his capacity as aforesaid and will make himself in other respects generally useful as may be required of him.

4. That the said teacher will not normally or on any pretence absent himself from his duties without first having obtained the permission of his superior officers authorised in this behalf or in case of sickness or inevitable accident without forwarding where necessary a medical certificate satisfactory to the school authority as may be required by the leave rules for the time being in force in the said school.

5. That the said teacher will devote his whole time to the duties of the said employment and will not on his own account or otherwise either directly or indirectly carry on or be concerned in any trade, business or canvassing work, private tuition or the like, of a remmnerative kind without the specific written sanction of the school authority.

6. That the said teacher shall conform to all the rules and regulations for the time being in force in the said school and obey all lawful orders and directions as he shall from time to time receive from any authorised officer of the said school.

7. (1) That the school authority shall have the power to terminate the services of the said teacher when he becomes a permanent member of the staff of the said school.

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(a) without notice for any or all of the following reasons:-

wilful neglect of duty; serious misconduct; gross insubordination; mental unfitness; suspension or cancellation of teacher's certificate by the Director of Public Instruction under the Madras Educational Rules, and

(b) with three months' notice or three months' salary in lieu thereof for the following reasons:-

incompetence, retrenchment. physical unfitness. or any other good cause:

Provided that, -

(i) the school authority shall not terminate the services of the said teacher whether summarily or otherwise without informing him in writing of the grounds on which they intend to take action and giving him what in their view is a reasonable opportunity for stating his case in writing, and before coming to a final decision, shall duly consider, his statement and if he so desires give him a personal hearing;

(ii) the school authority shall not, except with the previous permission of the District Educational Officer terminate the services of the said teacher for incompetence if he has put in five years of efficient service after being confirmed in his appointment;

(iii) it shall be lawful for the school authority at any time if satisfied on medical evidence that the said teacher is unfit, and is likely for a considerable period to continue unfit by reason of ill health, for the discharge of his duties as such teacher to terminate his services on paying him three months' salary less any amount which may have been unpaid to him as leave allowances after the date of his last appearance in the school for the regular discharge of his duties as teacher, subject to a minimum of one months' full salary.

(2) That the said teacher when he becomes a permanent teacher of the staff of the said school shall be entitled to have his services terminated either by giving the school authority three months' notice thereof in writing or by paying that authority three months' salary in lieu of such notice.

(3) That the said teacher shall not during the period of this agreement when he has not been given notice of termination of his services by the school authority or has not given notice to the school authority for such termination of his services, apply for an appointment under any other authority except through the school authority and the penalty for any breach of this may at the discretion of the school authority be dismissal from service. The school authority shall not refuse to forward such application but may decline to relieve him when the need arises unless he gives due notice or pays an amount equal to the salary for three months which he is drawing at the time.

(4) That in respect of the teachers appointed temporarily or to act on probation, the school authority shall have power to terminate the services of any such teacher:

(i) without notice mfor any or all of the following reasons; wilful neglect of duty, serious misconduct, gross insubordination, mental unfitness, suspension or cancellation of teachers' certificate by the Director of Public Instruction under the Madras Educational Rules;

P.T.O.

(ii) with notice of two months or two months' salary in lieu thereof for the following reasons, incompetence, retrenchment, physical unfitness or any other good cause.

(iii) That the said teacher (appointed temporarily or to act on probation) shall be entitled to have his services terminated, if he gives to the school authority two months notice thereof in writing or pays that authority two months salary in lieu of such notice.

8. That the said teacher shall be paid for such time as he shall be in the service of the said school monthly salary in the scale of Rs. starting on an initial salary of Rs. with effect from (date) and the following additional allowance (here specify the allowances).

9. That in the event of the temporary absence of the said teacher from duty by reason of sickness or leave or otherwise, he shall be paid such salary only as shall be deter mined by rules for the time being in force in the said school.

Provided always that the said teacher shall get the full salary or a proportionately reduced amount per month during the vacation according as he has worked for the full period from July upto and inclusive of March or a shorter period, subject to the instructions given by the Department of Public Instruction.

10. That in the event of either party to this agreement failing to observe the terms thereof, the aggrieved party shall have a right to appeal to the Director of Public Instruction *and the orders of Divisional Inspector

the Director
Divisional Inspector shall be final and binding on the parties.

In witness whereof. . . . . and . . . . . have hereunto set their hands.

Signed by the above named
in the presence of

Signed by the above named.
in the presence of.

INSTRUCTIONS.

1. That the teachers belonging to Catholic religious order enjoying a vow of poverty who are employed in aided secondary schools shall be exempted from executing the agreement prescrib in the Appendix.

2. That no formal agreement need be entered into between the management and the teachers appointed for three months and less as it would be sufficient in cases of such short engagements of the management stated in the order of appointmen the approximate period of appointment and the salary offered an the teacher accepted the terms in writing.

3. That a formal agreement should be en____ ____ ____n the management and the teachers including the Headmaster in all other cases. The agreement between the Headmaster and the management should specifically secure for the Headmaster's freedom in the control of internal management of the school an the academic work of the school.

The following shall be inserted in such cases in paragraph 3 of the agreement:

"That the said teacher in his capacity as Headmaster shall be responsible for the internal management of the school and the academic work of the school and shall exercise such powers as may be necessary for the due discharge of his duties."

4. That no appointment should be kept on a temporary basis for longer than three years and that any appointment retained beyond that period should be made permanent.

Every person appointed as teacher may be required to be on probation for a period of one year. This period may be extended by a further year at the absolute discretion of the Governing Body. This extension should when it is made by a written order communicated to the teacher on probation within one calender month after the expiry of the original period of probation. In the absence of any such extension the teacher shall be deemed to have completed his probation satisfactorily. A teacher whose probationer is extended after the first year of probation shall be deemed to have satisfactorily completed his probation and be confirmed unless his services are terminated by an order communicated to him before the last day of the further period of probation.

5. That approved service put in a school in a particular grade of temporary appointment, e.g. secondary grade teacher, L.T. Assistants etc shall be considered as counting towards probation that grade of appointment in that school.

6. That in school where the sanctioned scale of permanent posts provide for a time scale of pay the salaries attaching to temporary appointment also should be on time scale.

Incrementsaccording to the scale stated in the constract shall be granted as a matter of course.

7. The appellate authority competent to dispose of an appeal under paragraph 10 of the agreement shall be as hereunder:-

Director of Public Instruction: Appeals from, or in respect of, persons, holding the posts of Headmasters, Headmistresses, L.T. Assistants, Senior Grade Pandits, Munshis, Commercial and Manual Training Instructors.

Divisonal Inspectors: Appeals from or in respect or persons holding posts under all other categories.

8. That the vacation salary shall be regulated as hereunder :-
That teacher holding a temporary post on the last working day of the school year will get a proportionate salary.

The teacher appointed to act or temporarily in a permanent appointment may get proportionate vacation salary provided he was on duty on the last working day of the school year, subject to the principle that if there is a permanent man who draws the whole or any part of the vacation salary, the vacation salary drawn by the acting man shall not exceed the allowance for the period represented by the difference between the entire vacation period and the period for which the permanent teacher draws the vacation salary.

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The teacher should have the right to vacation salary if he was on duty on the last working day of the school year and had served for at least eight months in the school year.

9. A service register shall be maintained for every teacher showing among others the date of appointment, the scale of pay on which he was appointed the increments given from time to time, and the leave to his credit and the leave granted.

10. Every teacher shall be entitled to enjoy school holidays unless he is specifically required by the Headmaster to work on those days.

11. Every teacher may avail himself of the Summer vacation subject to the condition that he shall be present in the station and help the Headmaster in the matter of promotions admissions and examination at the beginning and at the end of the vacation. Ordinarily every teacher shall be free to enjoy at least one month of the vacation either continuously or in not more than two broken periods. Every teacher shall be present in the school on the last working day of each term in the year, and on the first working day and no leave other than medical leave or leave on half average pay shall be combined with the Summer vacation.

12. Casual leave may be granted upto a limit of 15 days in a year. Except in unavoidable circumstances, casual leave must be applied for and obtained by the teacher before he avails himself of it. The Correspondent shall have power to grant casual leave to the teacher. Casual leave may be combined with Sundays or other authorised holidays provided that the resulting period of absence from duty does not exceed 10 days.

A teacher desirous of leaving the station during the week end holidays or any other holidays during the term shall do so with the previous permission of the Correspondent.

NOTE

1) * The correct designation of the officer should be retained and the other struck off, according to the particular category to which the teacher belongs (see instruction 7 at the end of the Appendix).

2.) Alterations to the form of agreement will be permitted by the Director for satisfactory reasons provided that such ~~conditions laid down~~ alterations are not in any way repugnant to the spirit of the conditions laid down therein.

3) Wherever the term" salary" occurs in the form of agreement, it shall include also D.A. at the rates approved by the Government.

(true copy)

(By order of the Governor)

K.M.Unnithan,
Secretary to Government.

To
The Director of Public Instruction.
The Controller of Stationery and Printing for Publication in in the Fort St.George Gazette.
Copy to the Andhra Government.
Copy to the Mysore Government.
Forwarded:By order.

Superintendent.